

February 12, 2004

AMSTA-AQ-ATBB

SUBJECT: Contract W56HZV-04-C-0260

Mr. Sam Besase
Stewart & Stevenson Tactical Vehicles Systems, LP
5000 I-10 West
Sealy, TX. 77474-9506

Dear Mr. Besase:

This letter is your notice that you are authorized to spend up to \$10,000,000.00 for the Rebuild of 30 Medium Tactical Vehicles and Long Lead Items of the types listed on page 3, in support of the attached Statement of Work (SOW) for the rebuild of 200 Family of Medium Tactical Vehicles.

In performing this contract, Stewart & Stevenson Tactical Vehicles Systems, LP (TVS) is not authorized to make expenditures or incur obligations exceeding \$10,000,000.00.

The maximum amount for which the Government shall be liable if this contract is terminated is \$10,000,000.00.

(a) A Firm Fixed Price and Cost Plus Fixed Fee contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include

- (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract,
- (2) all clauses required by law on the date of execution of the definitive contract, and
- (3) any other mutually agreeable clauses, terms and conditions. The contractor agrees to submit a firm fixed price and cost plus fixed fee proposal, and cost or pricing data supporting the proposal.

(b) The schedule for definitizing this contract is as follows:

Target Date for Definitization:	02 Apr 2004
Submission of Proposal:	01 Mar 2004
Beginning of Negotiations:	08 Mar 2004
Submission of Subcontracting Plan:	01 Mar 2004

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable cost or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of cost or fee, the contract shall be governed by --

- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and,
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

The Contractor shall indicate acceptance of the letter contract by an authorized signature on the line below and returning it to the Contracting Officer not later than 16 Feb 2004. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

If you have any questions regarding this matter, please contact Ms. Carmen Boyd, AMSTA-AQ-ATBB, at (586) 574-7572, or e-mail: boydca@tacom.army.mil; or me at (586) 574-5763, or email: mikad@tacom.army.mil

Sincerely,
//signed//

Denise Mika
CONTRACTING OFFICER

Acceptance of Letter Contract:

Sam Besase 2004FEB12

LIST OF LONG LEAD TIME ITEMS

This is the estimated component listing, by NOUN, of items required for the RESET Program that have long lead times. The list includes long lead time items such as, but not limited to, the following components:

ESTIMATED COMPONENTS:

Cab Components
Axle (Rebuild)
Tires
Pneumatic Numerous Items
Wheel
Troop Seat
Harness
Suspension Components
Engine (Rebuild)
Transmission (New)
Cooling System
Radiator
Driveline
Suspension
Exhaust
Cargo Bed Assembly
Trans Oil Cool
Lights
CTIS
Steering Gear
Fluids
Components Elect Cab
Cab Shell
Manifold Hyd
Support Assembly Rear Cab
Fuel Tank
Starter
BII
Pintle
Hoses
Steering Sys
Oil
Paint
Plumbing Air/Hyd
Battery
Mud Guard
Battery Box
Bumper Assembly
Dashboard
Air Dryer
Seat Belts
Alternator
Air Cleaner
Glass
Hydraulic Pumps
Steering Column
Seat Covers
Stowage Box
Pneumatic Sys Chassis
Mud Flaps
Clamping Sys
Relay Valve
Steering Wheel
Battery Cables
Steering Pump
Spare Tire Strap
Rear U-Bolt
Trailer Supply Valve
Wiper Blades

Parking Brake Valve
Nameplate

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0260 MOD/AMD	Page 5 of 36
Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP		

SECTION A - SUPPLEMENTAL INFORMATION

CONTINUATION SHEET		Reference No. of Document Being Continued		Page 6 of 36	
		PIIN/SIIN W56HZV-04-C-0260		MOD/AMD	
Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	M & O, TEARDOWN, INSPECTION AND ANALYSIS		LO		\$ 10,000,000.00
	NOUN: LLI & REBUILD OF 30 FMTV VEH PRON: EH4RS912EH PRON AMD: 01 ACRN: AA AMS CD: 123207NB000				
	LLI for 200, and Rebuild of 30 Family of Medium Tactical Vehicles (FMTV) in accordance with Section C				
	LMTV M1078 Cargo M1081 Cargo LVAD M1079 Van M1078A1 Cargo M1079A1 Van				
	MTV M1083 Cargo M1093 Cargo LVAD M1084 Cargo W/MHE M1088 Tractor M1089 Wrecker M1090 Dump M1094 Dump LVAD M1085 Cargo LWB M1086 Cargo LWB W/MHE M1083A1 Cargo M1084A1 Cargo W/MHE M1088A1 Tractor M1089A1 Wrecker M1086A1 Cargo LWB W/MHE M1085A1 Cargo LWB M1090A1 Dump				
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 12-MAR-2005				

Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<div>\$10,000,000.00</div> <div>DATA REQUIREMENTS</div> <div>NOUN: DATA REQUIREMENTS SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</div>	1	LO	\$** NSP **	\$** NSP **

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0260 MOD/AMD	Page 8 of 36
Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

DRAFT 9(Feb04)
REBUILD SCOPE OF WORK FOR
FAMILY OF MEDIUM TACTICAL VEHICLES

C.1. General:

This scope of work covers the rebuilding of the Family of Medium Tactical Vehicles (FMTV) (A0 and A1 configurations). For purposes of this contract, the Family of Medium Tactical Vehicles (FMTV) includes the LMTV 2.5 ton and MTV 5 ton vehicles. The overall objective of this program is to rebuild the vehicles TM10-20+ 3D level at the lowest possible cost.

C.1.1. Contract Requirements: The contractor shall rebuild FMTVs to TM10-20+ 3D. TM10-20+ 3D is defined as reliability enhancing repairs that restore a significant portion of the equipment service life and enable it to perform a sustained mission. The Plus 3D is defined as Delayed Desert Damage, repairs done to correct Southwest Asia environmental damage to equipment. Except as otherwise specified in this SOW, the performance of the vehicles shall satisfy the Vehicle Specifications ATPD 2131 dated 17 Dec 1996 and ATPD 2131A dated 07 May 1998, both in the Contractor's possession; and the A0 or A1 Technical Data Package (TDP) dated 10 Feb 2004 in the Contractor's possession. possession. No A1 Rebuy technology is to be inserted during the rebuild process.

C.1.1.1. Contract Duration: Each vehicle shall be processed and rebuilt within 100 days from date of receipt at the contractors facility, to Government final acceptance of the vehicle rebuild. The contract shall be valid for 12 months from date of award.

C.1.2. Configuration Management: The Contractor shall implement best commercial practice configuration control methods and procedures to accomplish the functions of configuration identification, configuration control, configuration status accounting, and data management. Contractor format for records and reports is acceptable.

C.1.2.1. The Contractor shall utilize the FMTV A0/A1 TDP 10 February 2004 currently in the Contractors possession for the purpose of rebuilding the vehicles. All A0 models will be rebuilt to the latest configuration depicted in the FMTV A0 TDP. All A1 models will be rebuilt to the latest configuration depicted in the FMTV A1 TDP. Note: The A1R configurations currently being incorporated into the A1 TDP will not be considered for this effort.

C.1.2.2. The Contractor shall insure the rebuilt vehicles meet the performance requirements of ATPD 2131 for A0 vehicles, and ATPD 2131A for A1 vehicles.

C.1.2.3 During the rebuild if the Contractor determines that the parts identified in either the A0 or A1 TDP are not available, the contractor shall prepare and submit for approval Request for Deviations (RFD) to document changes to the A0/A1 TDP. These RFDs will be prepared and submitted in accordance with the requirements of CDRL A001, DI-CMAN-80640C and the instructions provided at Attachment 2.

C.1.2.4. As it has been several years since the A0 TDP has been utilized for production, it is possible that the contractor shall incur minor production deficiencies which would preclude the actual or practical rebuild or assembly of the vehicles. These deficiencies may include errors or omissions in the drawings, tolerance stack-ups beyond the overall specified tolerance limitations for any item, dimensions resulting in no-fit conditions, requirements for material which is not readily available or suitable for production, processing requirements not suitable for production are to be corrected by preparing and submitting a Preproduction Engineering Proposal (PPEP). PPEPs will be prepared and submitted in accordance with the requirements of CDRL A002, DI-CMAN-80639C and the instructions provided in Attachment 2.

C.1.2.4.1 The contractor shall prepare a DD Form 1692 Engineering Change Proposal (ECP) page 1 or equivalent, ECP Enclosure List, and DD Form 1695, Notice of Revision (NOR), for each PPEP. The final document shall be clearly identified by bold marking PPEP at the top of each page. In addition to the preparation instructions found in Attachment 2, the PPEP shall clearly and explicitly identify the existing condition as well as the proposed change with particular emphasis on the need for change. Each PPEP package shall include applicable drawings with the changes clearly marked. Each PPEP package shall include any other technical data necessary for expeditious evaluation by the Government.

C.1.2.4.2 Approval Requirements. The Government shall approve/reject in writing any PPEP by providing notice to the Contractor within five (5) calendar days after receipt IAW CDRL A002.

C.1.2.4.3 Upon Government approval of a PPEP, the Contractors obligations as relates to such PPEP shall be discharged to the extend that the deficiency is corrected in all vehicles rebuilt under this contract. If the incorporation of such approved PPEP does not correct the deficiency, the Contractor shall yet remain responsible for resubmitting a request for further changes o the technical data without increase in contract price or extension in delivery schedule and incorporate such PPE change as approved into the contract items not yet accepted by the Government.

C.1.2.5. Effectivity Certifications. Changes resulting from PPEPS/RFDs will be incorporated into the rebuilt vehicles upon notification by the PCO. For each PPEP/RFD shall be applied to the rebuild line at a single vehicle, in their entirety. For each change document, the contractor shall prepare and submit an effectivity cut-in certification according to the instructions at Attachment

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 9 of 36
	PIIN/SIIN W56HZV-04-C-0260	MOD/AMD	

Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

3. The contractor shall obtain Defense Contract Management Agency verification before electronically submitting the effectivity form to the Government (CDRL A003) that maintain the integrity and history of the vehicle.

C.1.3. Applicable Vehicle Configurations: FMTV models, with and without winches, shall be rebuilt to the original configuration. Vehicles to be rebuilt may include the following models:

- LMTV
- M1078 Cargo
- M1081 Cargo LVAD
- M1079 Van
- M1078A1 Cargo
- M1079A1 Van
-
- MTV
- M1083 Cargo
- M1093 Cargo LVAD
- M1084 Cargo W/MHE
- M1088 Tractor
- M1089 Wrecker
- M1090 Dump
- M1094 Dump LVAD
- M1085 Cargo LWB
- M1086 Cargo LWB W/MHE
- M1083A1 Cargo
- M1084A1 Cargo W/MHE
- M1088A1 Tractor
- M1089A1 Wrecker
- M1086A1 Cargo LWB W/MHE
- M1085A1 Cargo LWB
- M1090A1 Dump

C.1.4. Vehicle Receipt: Vehicles will be shipped by the Government to the Contractors facility. The Government will notify the Contractor of incoming vehicles by serial number prior to the vehicle arriving at Stewart & Stevenson. Upon receipt of the vehicles by the Contractor, the vehicle chassis and mounted equipment shall be recorded by model number and serial number and be thoroughly inspected together by the contractor and a local DCMA Quality Assurance Representative (QAR). A detailed Receiving and Inspection report (CDRL A004), in the Contractors format, verified and signed by the local QAR performing the inspection, shall remain on file with the Contractor and be made available for a period of five years after contract closeout. General condition of the vehicle to include all missing, damaged, destroyed, or non-standard components shall be noted and recorded. If the contractor determines that a vehicle is not capable of being rebuilt the Contractor shall obtain Government PCO concurrence before disposal. The Contractor shall store the vehicles in a secure location until scheduled for rebuild.

C.1.5. Inspection and Teardown: An inspection, as set forth in C.1.4, above, shall be conducted jointly by the Contractor and the Government within 10 working days of receipt of vehicles (unless otherwise directed by the contracting officer). During the initial inspection, the Contractor shall assess the overall condition of the vehicle, including Delayed Desert Damage (3D) (TB 43-0221-2), to the maximum extent possible, and annotate findings on the Receiving and Inspection Report.

C.1.5.1. Missing and Destroyed Items or Parts Not Suitable for Rebuild: The Contractor shall annotate missing and destroyed items, or parts not suitable for rebuild on the Receiving and Inspection Report. The contractor is authorized to replace these items with new components. Any missing, destroyed or unsuitable component not discovered during the initial inspection, but discovered subsequently during the teardown-rebuild process shall also be replaced with a new component. Missing, destroyed or unsuitable parts found during teardown/rebuild shall be documented by annotating them as an addendum to the original Receiving and Inspection Report. Replacement of any items unavailable or unsuitable for rebuild will be invoiced against specific CLINS set forth in the contract.

C.1.5.2. Kits: Any supplemental kits which are received with vehicles, including, but not limited to, troop seat kit, machine gun ring mount kit, digitization kit and tow pintle kit, shall be noted in the inspection record. Any vehicles that are received with supplement kits, shall be shipped with the supplement kits reinstalled.

C.1.5.3. Non-Standard Items: Non-standard items found on incoming vehicles shall be noted on the inspection record. Disposition instructions for non-standard items shall be provided by the PCO within 30 days of notification.

C.1.5.4. Contractor Estimate of Rebuild Cost: Based on the Receiving and Inspection Record, the Contractor shall estimate the cost to rebuild each vehicle. The total cost to rebuild any vehicle shall not exceed 75% of the replacement cost for a new vehicle under the A1R contract. The contractor shall notify the government when the estimate to rebuild any vehicle approaches or exceeds 75% of the new replacement price of that vehicle. The government will either authorize the contractor to initiate the rebuild, or direct disposition of that vehicle within 30 days after the contractor notifies the PCO.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0260 MOD/AMD	Page 10 of 36
Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP		

C.2. Vehicle Rebuild Requirements:

The Contractor shall bring the vehicle up to TM10-20 + 3D as defined in paragraph C.1.1. The contractor shall maintain the current configuration of each vehicle presented for rebuild. No new technology shall be incorporated into the rebuild process unless a part has become obsolete. Components shall be rebuilt, not replaced, to the maximum extent possible, unless replacement is more cost effective. The Contractor shall summarize the material and labor performed on each vehicle on a rebuild summary checklist, to be developed in contractor format (CDRL A005). As a minimum, the contractor shall perform the following efforts in the rebuild process:

C.2.1. Frame Assembly: The frame assembly shall be cleaned to a degree that allows for a thorough inspection. The Contractor shall inspect each frame for signs of corrosion, permanent torsional or longitudinal warping, excessive twisting and deflection due to bending and both vertical and longitudinal cracks. The contractor shall overhaul, or replace each frame assembly to the extent necessary to ensure frames are corrosion free and there is no permanent damage to any portion of the frame assembly. Where any vehicle requires frame rail replacement and has 60KSI frame rails, both frame rails shall be replaced with 110KSI frame rails. All components shall be removed except for cross members, fender braces, gussets, miscellaneous clamps, brackets and related hardware, unless evidence of stage 2 or greater corrosion exists in the immediate area. The Contractor shall repair or replace all worn or damaged brackets, mounts and assembly components that cannot be repaired or rebuilt.

C.2.2. Axles: The Contractor shall disassemble all axles, including the differential sub-assemblies and rebuild to the axle OEM specifications. All parts shall be rebuilt or replaced as necessary.

C.2.3. Truck Engines and Accessories: The engine and engine accessories shall be rebuilt to NMWR 9-2520-580. The Contractor shall replace, not recondition cracked engine blocks or heads.

C.2.4. Starters and Alternators: All starters and alternators shall be rebuilt to the original configuration, or replaced IAW the current production configuration, with the exception of any Delco Starters which shall be replaced with a current production starter.

C.2.5. Transmission and Transfer Case: The transmission and all accessories shall be rebuilt to the NMWR 9-2815-272 specifications.

C.2.6. Truck Cab and components: The Contractor shall rebuild or replace the cab and components IAW applicable specifications found in Attachment I. The Government recognizes that the LVAD cab is a long lead item that may take more than 100 days to order. Under certain circumstances, the Government may be able to provide an LVAD cab as Government furnished material. The Contractor shall notify the PCO when an incoming inspection indicates that an LVAD cab requires replacement.

C.2.7. Cargo Bodies and Stowage Boxes: The Contractor shall rebuild or replace the cargo body and stowage box IAW the pertinent specifications found in Attachment I. Unnecessary holes shall be plugged, patched or re-drilled to standard.

C.2.8. Radiators: The radiator shall be rebuilt, or replaced as necessary.

C.2.9. Driveline Components: The Contractor shall inspect and repair or replace driveline components.

C.2.10. Hydraulic Pumps and Power Take-Offs (PTOs):

C.2.10.1 The Contractor shall rebuild or replace the PTO IAW OEM (DANA Corp.).

C.2.10.2 When an OEM rebuild kit is available, all applicable components of the rebuild kit shall be installed.

C.2.10.3. The hydraulic relief valve shall be tested for proper operation. The valves shall be replaced if they fail to meet OEM specifications.

C.2.11. Lights: Incandescent light assemblies shall be replaced with LED light assemblies at the marker locations (both standard and 45 degree), and the composite lamp locations (both red and amber). Unserviceable LEDs shall be replaced.

C.2.12. Brakes: The brake system shall be inspected and repaired or replaced as necessary.

C.2.13. Winches: The Contractor shall inspect and repair or replace all winches and associated components.

C.2.14. Troop Seats: The contractor shall repair or replace the troop seats IAW the latest configuration.

C.2.15. Final Paint: All vehicles shall be painted in the same exterior color as received, and the cab interior color shall be green.

C.2.16. Basic Issue Items (BII): The Contractor shall replace missing or damaged BII components. Each vehicle shall have the appropriate (per the TDP) complete BII over-packed.

C.2.17. Kits: Any supplemental kits which are received with the vehicles, including, but not limited to, troop seat kit, machine gun ring mount kit, digitization kit and tow pintle kit, should be considered part of the particular vehicle configuration and be repaired

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0260 MOD/AMD	Page 11 of 36
---------------------------	--	----------------------

Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

or replaced as necessary. Where the cost of the individual parts of the kit exceed the overall price of the kit, a new kit will be installed.

C.2.18. Hydraulics: All hydraulic hoses, fittings, quick disconnects, and connectors shall be replaced with new ones. All hydraulic fluids shall be replaced.

C.2.19. Electrical Components: The Contractor shall inspect all electrical components and wiring and repair or replace as necessary.

C.2.20. Mandatory Replacement Parts: The following parts shall be replaced on every rebuilt vehicle:

- Wiper blades.
- Mud flaps.
- Ether Start Bottle.
- All filter elements.
- Fasteners and fittings removed during the rebuild process.
- Air and all non-metallic hoses
- All outside gauges.
- All drive belts.
- All fluids.
- Tires
- Batteries and battery cables
- Seals
- Universal joints
- Brake shoes
- Air dryers
- Standard bulbs
- Delco starters
- O rings
- Odometers
- Hydraulic fittings & quick disconnects

C.2.21. Retrofit: The Contractor shall retrofit all rebuilt vehicles with applicable HAC upgrades if they have not been incorporated, and with an EMI Jumper Cable. The EMI Jumper Cable will be Government furnished.

C.2.22. Maintenance Work Order (MWO): The Contractor shall apply MWO 2320-313-55-1 to all M1088 tractors presented for rebuild that have not already had this MWO applied. The Contractor shall also apply Wrecker Pin Kit P/N 57K2048 to all wreckers presented for rebuild. Part number P-564-010026 (knuckle) may be reworked or replaced. The parts for the application of the MWOs will be Government furnished.

C.2.23. Safety and Product Recalls: The Contractor, at its own expense, shall inspect each engine HEUI Line, CAT Inlet Heater Relay and CAT Rivet for missing hardware and correct any incorrect installations found.

C.2.24. Preventive Maintenance Checks and Services (PMCS): The Contractor shall perform all -10 and -20 PMCS during the rebuild process and annotate PMCS performed on the rebuild summary checklist. PMCS shall be in compliance with Revision 1 to the IETM for the A1 configuration, and Change 2 to the TM9-2320-365 and TM9-2320-366 series for the A0 configuration.

C.3. Warranties:

C.3.1 Hand-Off Warranty: Notwithstanding inspection and acceptance by the Government of the end items and services provided under the contract or any provision of this contract concerning the conclusiveness thereof, the Contractor hereby warrants that the vehicles conform to the performance and manufacturing requirements specifically delineated in this contract/specification and will conform to the performance requirements defined in ATPD 2131and 2131A. The warranty is the same for both CONUS and OCONUS, Under this warranty, the Contractor shall be liable for the correction of all failures/defects from final acceptance (DD250) of the vehicles up to and including vehicle hand-off to the user (soldier), as evidenced by entry into the users (soldiers) hand receipt or property book. The Contractor shall provide repair parts. All labor to correct hand-off defects will be performed by the Government or the Governments representative per C.3.4, Government Correction. The Government (each claim) will submit no reimbursable claim for labor under \$150.00. The Contractor shall not be responsible for transportation damage.

C.3.2. Material and Workmanship Warranty: Notwithstanding inspection and acceptance by the Government of the end items furnished under this contract, or any clause concerning the conclusiveness thereof, the Contractor warrants that the end items will be free from defects in material and workmanship and will conform to the requirements of this contract for the duration of 12 months from the date of Hand-Off, as defined in paragraph C.3.1. This warranty covers the complete vehicle, parts and labor, except for accident damage, misuse, alterations, damage due to lack of maintenance or use of fluids/lubricants not recommended, and normal maintenance and scheduled service items such as filters, screens, fluids, windshield wipers and brake shoes. Additionally, no warranty claims shall be submitted for less than \$300.00 total value (parts and labor). The warranty is the same for both CONUS and OCONUS.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W56HZV-04-C-0260 MOD/AMD</p>	<p align="right">Page 12 of 36</p>
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Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

C.3.3 Systemic Defect Warranty: Notwithstanding inspection and acceptance by the Government of the end items furnished under this contract or any clause concerning the conclusiveness thereof, the Contractor warrants that components repaired or replaced under this contract shall be free of systemic defects/failures during the duration of this warranty. The warranty duration will be from date of first end item shipment to 12 months from date of shipment of last end item shipped from the manufacturers facility. The Contractor shall be responsible for correcting systemic defects on all end items covered under this warranty at the time of defect notification (C.3.5). If a systemic defect is discovered and workmanship material or manufacturing non-conformance has been eliminated as the cause of such defect, the Contractor shall be responsible for developing and implementing a redesign as necessary to correct the defect at no additional cost to the Government. The Contractor shall be responsible for all costs associated with testing required to validate the proposed redesign, plus all efforts normally associated with an ECP (to include provisioning and manual updates). The Contractor shall incorporate the redesign into the production process and may be required to retrofit all end items covered under the warranty at the time of notification.

Under this warranty when a systemic defect has been determined to have occurred, the Government may presume that all parts produced under like circumstances are similarly defective and, dependent upon the Governments review of the failure data, may require their correction at no additional cost to the government. Produced under like circumstance means components grouped by common factors, for example, manufactured date, production lots, etc., delivered under the contract, whether installed on end items or delivered individually.

C.3.4. Government Correction: The Government may elect to perform corrective actions/repairs for warranted components. The Contractor shall ship replacement parts for Government corrective actions within 3 calendar days of notification. If the Contractor is unable to meet the 3 calendar days, the site will be notified of any delay and the anticipated Contractor ship date. CONUS requirements will be shipped to the repair location, including Alaska and Hawaii. OCONUS requirements will be shipped to a government provided APO or CONUS Port of Embarkation. The Contractor will not be responsible for any damages occurring during transportation after receipt of components at the APO or CONUS Port of Embarkation. The Contractor shall reimburse the Government for the labor required to correct or repair defective parts. The cost of labor will be computed at the current Fiscal Years labor rate for the maintenance level identified in the Maintenance Allocation Chart (MAC). The Government will notify the Contractor in writing via DA Form 2407 for the reimbursement required.

C.3.5. Notification: When a vehicle is returned to its unit, verbal or written notification of a hand-off warranty claim will be provided to the Contractor by the PCO, or his/her authorized representative, which may be the owning unit and/or a Government fielding support Contractor. Either notification shall constitute the formal warranty claim. Verbal notification shall be followed up in writing within one week of notification.

For Material and Workmanship warranties, the Contractor shall be notified of warranty claims by an authorized Government official or the Governments representative either in writing, or telephonically, followed up by a DA form 2407. Notification dates initiate the period for the Contractor to perform the necessary corrective action(s). Notification of a systemic defect shall be in writing to the Contractor from the Contracting Officer.

The notification for Hand-off, Material and Workmanship Warranties shall include, but not necessarily be limited to: warranty claim number, date of customer claim, customer claim number, customer identification/location, the applicable equipment serial number, operating hours or miles on the equipment, part numbers, manufacture cage code, National Stock Numbers of e defective supplies, the circumstances surrounding the defects, and the date claim is closed. The Contractor shall provide the Government with the above-mentioned data in electronic EXCEL spreadsheet format IAW CDRL A006. Each delivery of the monthly status report shall be cumulative.

The Contractor shall develop a Warranty Technical Bulletin in accordance with MIL-STD 40051A IAW CDRL A007.

C.4. Scrap:
Surplus/Excess: Components or material removed from vehicles that are no longer usable shall be declared as scrap and title shall transfer to the Contractor to be disposed of, utilizing the Contractors standard scrap disposition procedures.

C.5. Schedule:
Each vehicle shall be processed and rebuilt within 100 days from date of contractor receipt and Government final acceptance of the vehicle. This contract shall be valid for 12 months from date of award. The Government will ship vehicles to the owning unit incrementally. The contractor shall plan to receive the first vehicle beginning in February 04.

C.6. Quality Assurance:
C.6.1. Quality Policy: The Contractor shall have a documented quality program that as a minimum meets the requirements of ISO 9001-2000 or equivalent. All work to be performed within the scope of this SOW shall be conducted by qualified personnel in accordance with an approved Quality Control Plan (QCP). If work cannot be accomplished as described by the QCP or would result in defective product, all work shall be stopped and not resumed until the QCP is amended to reflect the appropriate work practice.

C.6.2. Audits: Internal quality audits for this contract project shall be performed by qualified auditors in accordance with paragraph, 8.2.2 of ISO 9001-2000 or equivalent.

C.6.3. Quality Planning: For the purpose of this contract the Contractor shall develop and document a control plan that defines:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0260 MOD/AMD	Page 13 of 36
Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP		

- a. Inspections to be performed prior to and after receipt of vehicle,
- b. Quality objectives to be obtained through the rebuild process,
- c. Process charts that describe the process flow,
- d. Inspection and test activities specific to the reset program,
- e. Criteria for product acceptance.
- f. Documented work instructions that detail specific tasks, this shall include but is not limited to:
 - a. In-process Quality (QCI) monitoring and measurement of processes and product
 - b. Specifications and standards that directly effect product quality
 - c. Painting
 - d. Welding
 - e. Training
 - f. Control of non-conforming product
 - g. Unique Customer requirements

C.6.4. Quality Records: The contractor shall establish and maintain records that are legible and identifiable to this contract. Such records shall be filed and indexed in a logical fashion that will allow for easy and timely retrieval. QA records may include:

- Quality work plans and revisions
- Analysis records
- Review documentation
- Final deliverable reports
- Qualification and training
- Software records
- Inspection documentation
- Results of internal audits

All records of inspection, examinations, certifications, tests, supplier audits, and purchase orders shall be retained by the contractor for a period of five years after contract close out. These records shall be made available to the Government upon request. In addition, where product or process deficiencies have occurred, the contractors records shall provide documentation that fully describes the root cause of deficiencies and corrective actions taken.

C.6.5. Identification and Resolution of Conditions Adverse to Quality: A condition adverse to quality shall be identified when a requirement of the control plan or the TDP is not met or when workmanship is considered suspect. Such conditions shall be documented and reported in accordance to the contractors approved deficiency reporting system. The contractors Lead Quality Assurance representative shall determine if the adverse condition is significant enough to initiate a stop work order. If a stop work order is initiated the Lead QA representative will notify the contractors Project Leader and appropriate Government Quality Assurance Representative. A significant condition is one that if left uncorrected could have a serious effect on mission capability or public safety. For all conditions that are adverse to quality, including significant conditions, the contractors Project Leader shall ensure that a team is assembled to perform an investigation to determine the extent and impact of the condition, take appropriate remedial action, determine root cause and take action to prevent recurrence of the condition. The contractors QA Lead shall notify the Government QA representative who shall either concur or non-concur with the proposed short term and long term corrective action. Corrective actions shall be closed in a timely manner, not to exceed 30 days and verified by the designated Government QA representative.

C.6.6. Welding: The contractor and or supplier may utilize their current documented welding program. As a minimum the contractor and or supplier must provide, the name of the welding process to be utilized, the quality requirements used for managing all aspects of the welding process, a clear definition of the weld inspection criteria, including frequency and depth of inspections and all other documentation pertinent for controlling the welding program. The Contractor shall also identify the guidelines utilized for qualifying welding processes and personnel. The contractor shall submit this information for Government review and approval prior to performing welding operations for the contract. If the Contractor previously qualified welding procedures under another DoD contract, the PCO may waive the requirements of this clause. The Contrator must submit such a request to the PCO in writing, identifying the previous contract(s) under which the Contractor qualified procedures that produced acceptable workmanship specimens. The Contractor may use previously qualified weld procedures provided ALL the following requirements are met:

- a. The weld procedure was qualified and approved on a previous DoD contract
- b. The Contractor has certified welders and equipment
- c. There was no break in production for more than six months
- d. A favorable quality history

C6.6.1. Welding Inspection: For the purpose of this contract, weld quality and workmanship shall be verified by qualified personnel trained to perform all aspects of weld inspections. Acceptable training may be based on current or previous certification as an AWS Certified Welding Inspector; current or previous qualification by the Canadian Welding Bureau (CWB); or an engineer or technician by formal training or experience, in metals fabrication, inspection and testing, and is competent in the use of weld inspection techniques/equipment.

C.6.6.2 . Weld Acceptance: Visual inspection and acceptance for non-ballistic applications shall be performed in accordance to the following weld codes:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0260 MOD/AMD	Page 14 of 36
Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP		

- a. AWS D1.1 Structural Welding Code, Steel
- b. AWS D1.2 Structural Welding Code, Aluminum

C.6.6.3. Surface Treatment and Finish Requirements:
All exterior and interior painting operations shall be IAW TACOM drawing 12420325. In addition, the contractor shall develop a rebuild finishing procedure that describes the methods used for removing grease, dirt, soils and other contaminants including corrosion, and the repair of those components that exhibit corrosion induced pin holes and reduced metal thicknesses. The finishing procedure shall be submitted to the Government for review and approval prior to starting work.

C.6.6.4. Final Inspection/ Test:
Each vehicle that has been rebuilt under this contract shall be subjected to a complete final inspection by the contractor utilizing a Government approved FIR. The rebuilt vehicles shall also be subjected to the tests specified in Table in Attachment 4. Deficiencies disclosed during the contractors Final Inspection and Test shall be documented on the contractors deficiency sheet and included as part of the FIR prior to offering the rebuilt vehicle for Government Acceptance. The contractor shall also provide failure analysis and the corrective action taken to eliminate the root cause of noted deficiencies.

C.7. Delayed Desert Damage Written Report:
The Contractor shall prepare a written report in Contractor format that addresses the impacts of Delayed Desert Damage (3D) for each fleet of systems LTV 2 .5 ton (A0 and A1) and MTV 5 ton (A0 and A1)) IAW CDRL A008. The report shall include the model number, serial number and mileage for each vehicle evaluated, and trend data on types of damage identified during the rebuild process as a result of high vehicle usage and environmental conditions in Southwest Asia.

C.8. Meetings and Briefings
The contractor shall provide updates on the project monthly during the FMTV Program Management Review.

C.9. Reports
The contractor shall provide a monthly cost and status report IAW CDRL A009.

*** END OF NARRATIVE C 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 15 of 36
	PIIN/SIIN W56HZV-04-C-0260	MOD/AMD	
Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP			

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0260 MOD/AMD	Page 16 of 36
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Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-2	52.246-4027 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT (NEW DESIGN/DESIGN CONTROL/COMPLEX OR CRITICAL ITEM)	OCT/1997

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (i) international quality standards such as ISO 9001, or (ii) military, or (iii) commercial, or (iv) national quality standards. (NOTE, however, that quality systems conforming to ISO 9002 or MIL-I-45208 or comparable are NOT acceptable for this contract.) You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- ☐ ISO 9001
- ☐ QS 9000
- ☐ ANSI/ASQ Q9001
- ☐ Other, specifically:_____

(Note: if you check the "Other" block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "Other," you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

E-3	52.246-4028 (TACOM)	INSPECTION POINT: ORIGIN	FEB/1994
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We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT: _____

(Name)

(Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT: _____

(Name)

(Address) (City) (County) (State) (Zip)

[End of Clause]

E-4	52.246-4029 (TACOM)	ACCEPTANCE POINT: ORIGIN	OCT/2002
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We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0260 MOD/AMD	Page 17 of 36
Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP		

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0260 MOD/AMD	Page 18 of 36
Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP		

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-4	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-5	52.211-11	LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH OR DEVELOPMENT	SEP/2000

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$1000.00 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default -- Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default -- Fixed-Price Supply and Service clause in this contract.

[End of Clause]

F-6	52.242-4022 (TACOM)	DELIVERY SCHEDULE	MAY/2000
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- (a) DEFINITIONS:
- (1) CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.
- (2) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.
- (3) DELIVERY is defined as follows:
- (i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

- (b) The Government's proposed delivery schedule is:

<u>CLIN</u>	<u>DAYS</u>	<u>QUANTITY</u>
0001AA	100	after receipt of vehicle

(c) If the successful offeror is granted a waiver of the First Article Test requirement, as contained in Section E, the proposed delivery schedule in the resulting contract shall be accelerated by -2- days, to reflect the removal of leadtime originally included in the delivery schedule to provide for manufacturing, testing, and approval of the first article.

- (d) You can accelerate delivery: -3-

(e) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.

- (f) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES _____ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, _____ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.

(2) I WILL DELIVER A QUANTITY OF _____ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _____ UNITS PER MONTH.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 19 of 36****PIIN/SIIN** W56HZV-04-C-0260**MOD/AMD****Name of Offeror or Contractor:** STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

____ UNITS EVERY 30 DAYS.

[End of Clause]

F-7

52.247-60

GUARANTEED SHIPPING CHARACTERISTICS

DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of "Outer" container: Wood Box _____, Fiber Box _____, Barrel _____, Reel _____, Drum _____, Other (Specify) _____
- (ii) Shipping configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____;
- (iii) Size of outer container: _____ inches (Length), x _____ inches (Width), x _____ inches (Height) = _____ Cubic FT;
- (iv) Number of items per outer container _____ Each;
- (v) Gross weight of outer container and contents _____ LBS
- (vi) Palletized/skidded _____ Yes _____ No;
- (vii) Number of outer containers per pallet/skid _____;
- (viii) Weight of empty pallet bottom/skid and sides _____ LBS;
- (ix) Size of pallet/skid and contents _____ LBS Cube _____;
- (x) Number of outer containers or pallets/skids per railcar _____ * --
Size of railcar _____
Type of railcar _____
- (xi) Number of outer containers or pallets/skids per trailer _____ *--
Size of trailer _____
Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation _____;
- (ii) Tender/Tariff _____;
- (iii) Item _____;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0260 MOD/AMD	Page 20 of 36
Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP		

[End of FAR Clause]

The following information is provided as guidance in filling out the above clause by paragraph. Note: Disregard asterisk (*) in the clause where it appears.

(a)(1)(i) Type of container (mandatory fill-in):

The type of container is defined as an overpack. This is an outer container usually made of steel, wood, or fiber designed to enclose and protect one or more less durable inner containers. When Other is selected you must also complete (a)(1)(ii) Shipping configuration.

(a)(1)(ii) Shipping configuration:

Complete this information when any one dimension of the item is reduced.

(a)(1)(iii) Size of container (mandatory fill-in):

Outer dimensions of the overpack or other described shipping configuration. Must be provided in inches. The cube shall be provided in cubic feet. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(iv) Number of items per container (mandatory fill-in):

The number of units of issue in the overpack or in the other described shipping configuration.

(a)(1)(v) Gross weight of container and contents (mandatory fill-in):

The combined mass of the overpack containing the packing material and the number of units of issue supplied in pounds.

(a)(1)(vi) Palletized/skidded:

Indicate Yes if overpack or other described shipping configuration is attached to pallet or skid to form a unit load for handling.

(a)(1)(vii) Number of containers per pallet/skid:

Only complete this if you answered Yes to (a)(1)(vi). Containers are the number of overpacks or other described shipping configurations attached to a pallet or skid base.

(a)(1)(viii) Weight of empty pallet bottom/skid and sides:

Only complete this if you answered Yes to (a)(1)(vi) or when the weight of the container and contents in (a)(1)(v) above does not include this weight.

(a)(1)(ix) Size of pallet/skid and contents:

Only complete this if you answered Yes to (a)(1)(vi). Indicate weight in pounds and cube in cubic feet of combined overpack or other described shipping configuration and attached pallet or skid. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

(a)(1)(x) Number of containers or pallets/skids per railcar:

Only complete this if you have rail capability and the rail car may be fully utilized. Quantity of overpacks or other described shipping configurations that will fit in a fully utilized railcar. Specify length in feet and type (flat, box, gondola, etc.) of railcar.

(a)(1)(xi) Number of containers or pallets/skids per trailer (mandatory fill-in): Quantity of overpacks or other described shipping configurations that will fit in a fully utilized trailer. Specify length in feet and type (flatbed, van, etc.) of trailer. For import/export shipments in ISO/seavan containers indicate quantity of overpacks or other described shipping configurations fully utilizing the container. Specify length in feet of the ISO/seavan containers.

NOTE: Fully Utilized means filling to full visible capacity.

[End of Clause]

F-8

52.247-65

F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS

JAN/1991

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0260 MOD/AMD	Page 21 of 36
---------------------------	--	----------------------

Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-9 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT AUG/2003
(TACOM)

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government/Commercial Bill(s) of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

SECTION G - CONTRACT ADMINISTRATION DATA

PRON/		OBLG		JOB		ACCOUNTING		OBLIGATED	
LINE	AMS CD/	ACRN	STAT	ACCOUNTING CLASSIFICATION	ORDER	STATION		AMOUNT	
ITEM	MIPR				NUMBER				
0001AA	EH4RS912EH	AA	1	21 42020000046D8030P12320725AB S20113	4LUNRT	W56HZV	\$	10,000,000.00	
	123207NB000								
	B14LUX123NMC								
TOTAL							\$	10,000,000.00	

SERVICE	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING	OBLIGATED
NAME			STATION	AMOUNT
Army	AA	21 42020000046D8030P12320725AB S20113	W56HZV	\$ 10,000,000.00
TOTAL				\$ 10,000,000.00

Regulatory Cite	Title	Date
G-1 252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-2	52.232-4005	INVOICE INFORMATION REQUIREMENT	JAN/1988
	(TACOM)		

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 23 of 36
	PIIN/SIIN W56HZV-04-C-0260	MOD/AMD	
Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP			

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-4	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-5	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-6	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-7	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-8	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-9	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-10	252.246-7001	WARRANTY OF DATA	DEC/1991
H-11	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aaais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0260 MOD/AMD	Page 24 of 36
---------------------------	--	----------------------

Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
[End of Clause]

H-12 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989
(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINS contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-13 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 FEB/2004
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmision. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

(d) When the final DD 250 has been submitted, the contractor shall send a letter, with a copy of the DD250, indicating that the last DD 250 has been submitted and transmit it to the Government using one of the following methods:

(1) Our first preference is for you to send the letter to the DD250 mailbox at DD250@tacom.army.mil AND the Contract Specialist's email (located on the first page of your contract in block 5).

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 874-7552 and use DD250 mailbox and Contract Specialists name in the to: block of your fax cover or header sheet.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 25 of 36
	PIIN/SIIN W56HZV-04-C-0260	MOD/AMD	
Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP			

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-15	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-17	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-18	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-19	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-20	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-21	52.216-8	FIXED FEE	MAR/1997
I-22	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	DEC/2002
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II)	OCT/2001
I-25	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-26	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-27	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-28	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-29	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-30	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-31	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-32	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-33	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-34	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-35	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY/1995
I-36	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-37	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-38	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-39	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-40	52.227-3	PATENT INDEMNITY	APR/1984
I-41	52.227-12	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-42	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-43	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-44	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-45	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES this clause applies only when the Contractor has been determined eligible. See Section K.	APR/1998
I-46	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-47	52.232-17	INTEREST	JUN/1996

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 26 of 36
	PIIN/SIIN W56HZV-04-C-0260	MOD/AMD	

Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

	Regulatory Cite	Title	Date
I-48	52.232-22	LIMITATION OF FUNDS	APR/1984
I-49	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-50	52.232-25	PROMPT PAYMENT	FEB/2002
I-51	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-52	52.233-1	DISPUTES (ALTERNATE I, dated Dec 1991)	JUL/2002
I-53	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-54	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-55	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-56	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-57	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-58	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-59	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-60	52.242-13	BANKRUPTCY	JUL/1995
I-61	52.243-2	CHANGES--COST-REIMBURSEMENT	AUG/1987
I-62	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE II, dated April 1984)	AUG/1987
I-63	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-64	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-65	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-66	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JUN/2003
I-67	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-68	52.245-19	GOVERNMENT PROPERTY FURNISHED AS-IS	APR/1984
I-69	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-70	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-71	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-72	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-73	52.249-14	EXCUSABLE DELAYS	APR/1984
I-74	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-75	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-76	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-77	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-78	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-79	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-80	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-81	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-82	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-83	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS	APR/2003
I-84	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-85	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
I-86	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-87	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-88	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-89	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-90	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-91	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-92	252.242-7005	COST/SCHEDULE STATUS REPORT	MAR/1998
I-93	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-94	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-95	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-96	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0260 MOD/AMD	Page 27 of 36
---------------------------	--	----------------------

Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Electronic spreadsheet files compatible with MS-DOS/Windows versions Excel 5.0 or earlier, with *.xls, *.wbl, or *.wk3 the preferred formats.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0260 MOD/AMD	Page 28 of 36
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Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

I-97 52.216-23 EXECUTION AND COMMENCEMENT OF WORK APR/1984

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than 05 Feb 2004. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

[End of Clause]

I-98 52.216-24 LIMITATION OF GOVERNMENT LIABILITY APR/1984

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$13,092,750.50 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$13,092,750.50 dollars.
(End of clause)

I-99 52.216-25 CONTRACT DEFINITIZATION OCT/1997

(a) A -CPFF/FPF definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms and conditions. The Contractor agrees to submit a -2- proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is:

Contractor submission of proposal:	01 Mar 2004
Submission of subcontracting plan:	01 Mar 2004
Commencement of negotiations:	08 Mar 2004
Definitization of contract:	02 Apr 2004

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the DISPUTES clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the LIMITATION OF GOVERNMENT LIABILITY clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by --

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of Clause)

I-100 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed TBD or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0260 MOD/AMD	Page 29 of 36
--------------------	---	---------------

Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-101 252.217-7027 CONTRACT DEFINITIZATION OCT/1998

(a) A Cost Plus Fixed Fee/Firm Fixed Price Contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action is as follows:

Target Date for Definitization:	02 Apr 2004
Submission of Proposal:	01 Mar 2004
Beginning of Negotiations:	08 Mar 2004
Submission of Subcontracting Plan:	01 Mar 2004
Submission of Cost and Pricing Data:	01 Mar 2004

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated -9- in no event to exceed -10- .

[End of Clause]

I-102 52.223-9 CERTIFICATION AND ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL AUG/2000
CONTENT FOR EPA DESIGNATED ITEMS

(a) Definitions. As used in this clause-

(1) "Postconsumer material" means a material or finished product that has served its intended use and has been discarded for

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0260 MOD/AMD	Page 30 of 36
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Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

(2) "Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the Procuring Contracting Officer (PCO) identified on the face page of this contract.

[End of Clause]

I-103 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (Altenate I dated August 2000) AUG/2000

(a) Definitions. As used in this clause-

(1) "Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

(2) "Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

Certification

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

[End of Certification]

(c) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the Procurement Contracting Officer (PCO) identified on the face page of this contract.

[End of Clause]

I-104 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0260 MOD/AMD	Page 31 of 36
Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP		

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-105 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-106 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-C-0260 MOD/AMD</p>	<p style="text-align: center;">Page 32 of 36</p>
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Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-107 252.225-7015 PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS DEC/1991

The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.

(End of clause)

I-108 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

- (a) Definitions. As used in this clause--
- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
 - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
 - (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
 - (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
 - (7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b)
- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
 - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0260 MOD/AMD	Page 33 of 36
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Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0260 MOD/AMD	Page 34 of 36
Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP		

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-109	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-110	52.247-4010 (TACOM)	TRANSPORTATION DATA FOR FOB ORIGIN OFFERS	FEB/1994
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(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

Offeror represents that:

(1) Facilities for shipping by rail

[] are

Name of Offeror or Contractor: STEWART & STEVENSON TACTICAL VEHICLE SYSTEMS, LP

[] are not
available at the F.O.B. point(s) stated in this solicitation.

(2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is:

(NAME)	(LOCATION)
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(3) Facilities for shipping by water

[] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

[] are
[] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

RAIL:_____/Unit MOTOR:_____/Unit WATER:_____/Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

(b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.

(c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Provision]

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	09-FEB-2004		
Attachment 001	INSTRUCTIONS FOR PREPARATION OF RFD'S	09-FEB-2004	005	EMAIL
Attachment 002	INSTRCTIONS FOR PREPARATION OF PPEP FORMS	09-FEB-2004	010	EMAIL
Attachment 003	EFFECTIVITY CERTIFICATION	09-FEB-2004	002	EMAIL
Attachment 004	FINAL INSPECTION TESTS	09-FEB-2004	001	EMAIL